

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

Huntington National Bank, successor-by-
merger to TCF National Bank,

No. 21-cv-02714 (KMM/BRT)

Plaintiff,

v.

ORDER

Streamnet, Inc. and Amirtpal
Sran,

Defendants.

Plaintiff Huntington National Bank ("Huntington National") filed this lawsuit on December 21, 2021. [ECF No. 1]. Huntington National served the summons and complaint on Defendant Amirtpal Sran on December 29, 2021, and on Defendant Streamnet, Inc., on January 5, 2022. [ECF Nos. 5–6]. Neither Defendant has appeared or responded to the Complaint. The Clerk of Court entered default on February 18, 2022. [ECF No. 9]. Huntington National now seeks default judgment against Streamnet, Inc., for breach of contract, and Amirtpal Sran in his capacity as the guarantor of the contract. [ECF No. 10].

The Complaint makes the following allegations, which the Court must take as true for the purposes of this motion. *Murray v. Lene*, 595 F.3d 868, 871 (8th Cir. 2010). Huntington National is the successor to TCF National Bank ("TCF") as a result of a

merger. [ECF No. 1 ¶ 1]. On June 25, 2021, Streamnet entered into a contract with TCF to finance the purchase of the HPE ProLiant Server, Storage, and Software, as well as attachments and accessories, from Bright Vanguard, LLC. [ECF No. 1 ¶ 7; ECF No. 1-1, Ex. B (“Installment Agreement”)]. The total amount of the loan was \$247,559.01. [ECF No. 1 ¶ 8]. Streamnet agreed to pay the balance of the loan through 60 installment payments. [ECF No. 1 ¶ 9]. The agreement also included a late fee of up to 10% of the amount past due, with 18% interest per year on the unpaid amount if the monthly payment was not made within ten days of its due date. [ECF No. 1 ¶ 10]. Mr. Sran signed a Guaranty agreement with TCF for this loan. [ECF No. 1 ¶¶ 23–25; ECF No. 1-1, Ex. E (“Guaranty”)].

Streamnet ceased making payments under the Installment Agreement on November 28, 2021. [ECF No. 1-1, Exs. H & I]. On December 6, 2021, Huntington National sent a default notice to Mr. Sran and Streamnet, requesting payment and indicating that failure to cure would lead to Huntington National pursuing the remedies provided for in the contract. [ECF No. 1-1, Ex. H]. The record demonstrates that since November 28, 2021, Huntington National has not received payment on any subsequent due dates under the loan agreement.

Having reviewed Huntington National’s submissions, the Court finds that Huntington National has established that it is entitled to the default money judgment it seeks. Huntington National has demonstrated that Defendants breached the Installment

Agreement and the Guaranty and are liable for damages. Huntington National has shown that it is entitled to contractual damages, including unpaid installments, a 5% penalty, and late fees totaling \$256,659.69. [Installment Agreement at 2 § 8; Suppl. Decl. of Jordan Shambrott, ECF No. 20; Decl. of Jordan Shambrott, ECF No. 13]. Further, the Court finds that Huntington National is contractually entitled to recover its attorneys' fees and expenses incurred in this matter. Specifically, Huntington National has incurred \$6,194.60 in attorney's fees and \$562.00 in expenses, for a total of \$6,756.60. [Installment Agreement at 2 § 8; Decl. of Mark Schroeder ¶ 4, ECF No. 22; Decl. of Daniel Moak ¶¶ 8–10, ECF No. 14].

Accordingly, **IT IS HEREBY ORDERED THAT:**

1. Plaintiff's Motion for Default Judgment [ECF No. 10] is **GRANTED**.
2. The Clerk of Court is **DIRECTED** to enter judgment in favor of Plaintiff Huntington National Bank and against Defendants Streamnet, Inc. and Amirtpal Sran, jointly and severally, in the total amount of \$263,416.29, plus any applicable post-judgment interest as allowed by law.

LET JUDGMENT BE ENTERED ACCORDINGLY.

Date: October 17, 2022

s/ Katherine Menendez
Katherine Menendez
United States District Judge